one does not create a vested interest then in states having such a rule a lease to begin tomorrow would be void. Such a doctrine does not seem tenable upon any grounds.

PRINCIPAL AND AGENT—EXECUTION OF CONTRACT—SIGNATURE OF AGENT—INTRODUCTORY HEADINGS.—The terms of the contract sued on were stated in a bought note given by the plaintiffs to the defendants: "To H. N. Morris & Co. * * * Manchester. For and on behalf of:—Messrs. Sayles Bleacheries, Saylesville, Rhode Island, U. S. A. We have this day bought from you 60 tons pure aniline oil, * * f. o. b. Manchester. * * * (Signed) H. O. Brandt & Co." The contract was entered into after war had broken out when every contracting party was required to state the destination of the goods. Defendant claimed that the plaintiffs had no right to bring the suit since the contract was not made to them as buyers, but "to Sayles Bleacheries * * * * as buyers through the plaintiffs as their agents;" that this was the true construction of the phrase "for and on behalf of etc." *Held*, by Viscount Reading, C. J., and Scrutton, L. J., that the plaintiff's action was well brought; that when a man signs a contract in his own name he is *prima facie* a contracting party; that the expression, "for and on behalf of etc.," must be treated as a declaration of the destination of the goods since it was not placed in the body of the contract but in the heading only. Neville, J., dissenting, argued: "The words used here are perfectly plain. It may well be that they serve a double purpose, both to give the required information and to show the character in which one of the parties is contracting. That, however, does not justify me in depriving words of the plain meaning which, to my mind, they undoubtedly bear." *Brandt & Co.* v. *Morris* (C. A., 1918), 87 L. J. R. (K. B.) 101.

There is a general rule that an agent who signs a contract in his own name is personally liable and can sue and be sued in his own name; but if he expresses "by some form of words that the writing is the act of the principal," though done by the hand of the agent, the principal may be bound. *Tucker Mfg. Co.* v. *Fairbanks*, 98 Mass. 101. The question in the principal case was whether there was apparent on the face of the contract any intent to bind the principal. After a very vigorous search the writer has been able to find but one American case directly in point; it supports the conclusion of the principal case and is, indeed, very closely analogous. *General Electric Company* v. *Gill, et al.* 127 Fed. 241 (affirmed in 129 Fed. 349). Evidence of surrounding circumstances was allowed in both cases, then, to construe an ambiguity; there was no direct evidence of intent whatever. If we are to hold with the leading case of *Carpenter* v. *Farnsworth*, 106 Mass. 561, 8 Am. Rep. 360, that the court should always lay "hold of any indication on the face of the paper, however informally expressed, to enable it to carry out the intention of the parties," then it appears that there is a good deal of force to the dissenting view in the principal case. See also *Sun Printing and Publishing Association* v. *Moore*, 183 U. S. 642; *Lutz* v. *Van Heynigen Brokerage Company*, 75 So. 284 (Ala.); *Frambach* v. *Frank*, 33 Colo. 529; MECHEM, THE LAW OF AGENCY (1914), 1135.